

## IMPORTANT NOTICE

EA 04-013094

11/29/04

The “unnamed perennial creek” mentioned in this **Fish and Game Permit** is near the South Anchorage. This creek had been filled and replaced with drainage pipes by previous Project. Upon the completion of the Demolition Contract, the Department will restore the creek as required by the permit. No action is required by the Contractor during the term of Demolition Project.

## DEPARTMENT OF FISH AND GAME

CENTRAL COAST REGION

(707) 944-5520

Mailing address:

POST OFFICE BOX 47

YOUNTVILLE CALIFORNIA 94599

Street address:

7329 SILVERADO TRAIL

NAPA CALIFORNIA 94558



May 4, 2000

Amendment to Notification Number: 1366-98

Susan Chang / California Department of Transportation  
111 Grand Avenue  
Oakland, California 94612

## 1603 LAKE AND STREAMBED ALTERATION PERMIT

This permit/agreement is issued by the Department of Fish and Game pursuant to Division 2, Chapter 6 of the California Fish and Game Code:

WHEREAS, the applicant Susan Chang / California Department of Transportation, hereafter called the Operator, submitted a signed NOTIFICATION proposing to substantially divert or obstruct the natural flow of, or substantially change the bed, channel, or bank of, or use material from the streambed or lake of the following water: Unnamed Drainage Channel, tributary to Carquinez Strait, in the County of Contra Costa, State of California, Section 31, Township 3 North, Range 3 West; and

WHEREAS, the Department has determined that such operations may substantially adversely affect existing fish and wildlife resources including water quality, hydrology, aquatic or terrestrial plant or animal species; and

WHEREAS, the project is seismic work on highways and bridges pursuant to Section 180.2 of the Streets and Highway Code, Section 180 et seq.; and

WHEREAS, the Operator shall undertake the project as proposed in the signed PROJECT DESCRIPTION and PROJECT CONDITIONS (attached). If the Operator changes the project from that described in the PROJECT DESCRIPTION and does not include the PROJECT CONDITIONS, this permit is no longer valid; and

WHEREAS, the permit shall expire on December 31, 2005; with the work to occur between April 15 and October 1; and

WHEREAS, nothing in this permit authorizes the Operator to trespass on any land or property, nor does it relieve the Operator of the responsibility for compliance with applicable Federal, State, or local laws or ordinances. Placement, or removal, of any material below the level of ordinary high water may come under the jurisdiction of the U. S. Army Corps of Engineers pursuant to Section 404 of the Clean Water Act;

THEREFORE, the Operator may proceed with the project as described in the PROJECT DESCRIPTION and PROJECT CONDITIONS. A copy of this permit, with attached PROJECT DESCRIPTION and PROJECT CONDITIONS, shall be provided to contractors and subcontractors and shall be in their possession at the work site.

This permit is approved by:

Robert W. Floerke  
Regional Manager  
Central Coast Region

cc: Warden Koziacki  
Lieutenant Young  
Margaret Roper



STATE OF CALIFORNIA-THE RESOURCES AGENCY

## DEPARTMENT OF FISH AND GAME

GRAY DAVIS Governor



## Mailing Address:

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ORIGINAL

Notification Number # 1366-98 AMENDMENT *mk*

Ms. Susan Chang  
State of California Department of Transportation (CALTRANS)  
111 Grand Ave  
Oakland, CA 94612

## PROJECT DESCRIPTION

The applicant proposes to change the impacts to the unnamed perennial creek beneath the Carquinez Bridge in Crockett, Contra Costa County. Due to the change in the location of the outfall at the upstream end, the encroachment of substructure facilities, and the temporary rerouting of the water to construct the new west bound bridge, CALTRANS proposes to fill in the entire creek (.68 acres) and reconstruct it after the bridge project is complete. In the process of reconstructing the creek, existing footings and utilities, as well as removal of contaminated soils, will take place, resulting in an increase of wetlands by .1 acre. This will allow for on site mitigation at a 1:1 ratio. In addition, .68 acres of wetlands (tidal marsh) will be created off-site at the Martinez mitigation site (SAA notification #454-99).

## PROJECT CONDITIONS

01. The time limit for completing the work subject to this agreement shall be confined to the period of April 15 to October 1 of any year, except as otherwise stipulated in this Agreement, and this agreement shall expire on October 1, 2005. Any exception to this time restriction shall be handled on an individual site-specific basis and shall only extend the work period of the general time window from October 1 to October 15 of any year. This request shall be in written form and submitted at least 10 days in advance of proposed time extension period. The Operator will notify DFG of the date of commencement of operations and the date of completion of operations. The
02. The project site has been identified as an area that is potentially inhabited by a threatened species, red-legged frog. This agreement does not allow for the take, or incidental take of any State or Federal listed threatened or endangered listed species. Liability for any take or incidental take of such listed species remains the responsibility of the Operator for the duration of the project. The Operator shall have a qualified biologist conduct a pre-construction survey (not USFWS protocol) of the proposed work area to determine the presence or absence of red-legged frog. The results of these surveys shall be provided to the Department, along with copies of all field notes, prior to the initiation of work. If red-legged frog is found in the proposed work area, or is in a location, which could be impacted by the work proposed, the Operator shall consult with the Department to ensure this species is protected. If the work requires that the species be removed disturbed or otherwise impacted, the Operator shall obtain the appropriate State and Federal endangered species permits. Any unauthorized take of such listed species may result in prosecution and nullify this agreement.
03. The new mitigation creek shall be placed at the same grade and elevation as the present creek. The new creek shall remain within the present flood plain of the existing stream and shall not cause a sluice or flume like condition that increases the speed of water flows above that of the existing creek. Detailed plans of the new creek construction shall be submitted to the Department for approval no later May 31, 2000. Plans shall include a meandering low-flow channel, a flood bench, 3:1 banks and a minimum upland buffer zone of 5 feet from the top of the bank. The new low flow channel bottom shall be covered with a two to five-inch



layer of clean round river cobble. The new creek shall be constructed by October 1, 2005. Off-site mitigation, at the Martinez site shall be complete by October 1, 2000. Failure to complete the off-site mitigation within the time frame given will result in additional mitigation being required.

04. Mitigation and restoration shall include the revegetation of the new creek. A revegetation plan shall be submitted to the Department of Fish and Game for approval no later than May 31, 2000. The Department shall approve the revegetation plan. The plan shall include tree, shrub, and seed species to be used, densities (trees spaced 10-15 ft. on center, shrubs spaced 5 ft. on center) and plant sizes to be used (5-15 gal. trees and 1-5 gal. shrubs). The entire area shall be seeded and mulched. In addition and irrigation plan shall be included which shall provide temporary irrigation for at least 3 years. All planting shall be complete by December 31 2005.
05. To ensure a successful revegetation effort, all plants shall be monitored and maintained as necessary for five years. All planting shall have a minimum of 80% survival and/or shall attain 75% cover after three years and for the life of the project. If the survival and cover requirements have not been met, the Operator is responsible for replacement planting to achieve these requirements. Replacement plants shall be monitored with the same survival and growth requirements for five years after planting. An annual status report on the mitigation area shall be provided to the Department of Fish and Game each year. This report shall include the survival, percent cover, and height of both tree and shrub species. The number by species of plants replaced, an overview of the revegetation effort, and the method used to assess these parameters shall also be included. Photos from designated photo stations shall be included. All plants that die within the five-year monitoring period shall be replaced by the winter the year the plant was determined to have failed.
06. A wildlife conservation easement, deed restriction or other document approved by the Department, shall be drafted to protect fish and/or wildlife resources in perpetuity, in that portion of the property that will be the new creek and associated habitat. Said document shall be submitted to the Department, for review and approval, no later than July 1, 2001.
07. Because the creek will be flowing at the time work is to be done, the Contractor shall implement a water diversion plan which allows stream flows to gravity flow around or through the work site using temporary culverts. Flows shall be diverted only when construction of the diversion is completed. The diversion pipe shall be connected to the new upstream culvert and shall discharge downstream into the culvert under the railroad tracks. A silt filter barrier shall be constructed immediately downstream of the work area prior to the beginning of any work. The barrier shall consist of either haybales or river run gravel. The entire work area shall be dewatered. Normal flows will be restored to the realigned stream immediately upon completion of work.
08. No other diversion method shall be used without authorization of the Department. If another diversion method is preferred, the Operator must submit a plan detailing the desired diversion method. Authorization of any other diversion method shall be at the discretion of the Department.
09. Vehicles shall not be driven or equipment operated in water covered portions of the creek or where wetland vegetation, riparian vegetation, or aquatic organisms may be destroyed, except as otherwise provided for in the Agreement, as necessary to complete authorized work.
10. Approved erosion control measures shall be utilized throughout all phases of operation where sediment runoff from exposed slopes threatens to enter waters of the State. At no time shall silt laden runoff be allowed to enter the stream or be placed where it may enter the stream.
11. Preparation shall be made so that runoff from steep, erodible surfaces will be diverted into stable areas with little erosion potential. Frequent water checks (i.e., bars) shall be placed on dirt roads, cat tracks, or other work trails to control erosion.
12. The Contractor shall have readily available plastic sheeting or visquine and will cover exposed spoil piles and exposed areas to prevent these areas from losing loose soil into the stream. These covering materials shall be applied when it is evident rainy conditions threaten to erode loose soils into the stream. Spoils shall not be placed on the stream side slope or where it could enter the stream.
13. Silty/turbid water from the excavation and/or project activities shall not be discharged into the stream or into storm drains. Such water shall be pumped into a holding facility or into a settling pond located in flat stable areas outside of the stream channel, sprayed over a large area outside the stream channel to allow for natural filtration of sediments. At no time shall turbid water from

settling ponds be allowed to enter back into the stream channel until water is clear of silt.

The Operator shall place and maintain silt barriers, such as straw hay bales, around the storm drain inlets until completion of grading operations or until the threat of erosion from surrounding drainage ceases, whichever comes first. The Operator shall remove silt collected around the silt barriers on an as needed basis to prevent silty/turbid water from flowing around the silt barriers during storm events. The Operator shall remove silt after each one-inch of rainfall until the threat of erosion ceases.

15. At no time shall drill cuttings, drilling mud, and/or materials or water contaminated with bentonite or any other substance deemed deleterious to fish or wildlife be allowed to enter the stream or be placed where they may be washed into the stream. Any contaminated water/materials from the drilling and/or project activities shall be pumped or placed into a holding facility and removed for proper disposal.
16. Staging and storage areas for equipment, materials, fuels, lubricants and solvents, will be located outside of the stream channel and banks. Stationary equipment such as motors, pumps, generators, compressors and welders, located within or adjacent to the stream will be positioned over drip pans. Any equipment or vehicles driven and/or operated within or adjacent to the stream will be checked and maintained daily, to prevent leaks of materials that if introduced to water could be deleterious to aquatic life. Vehicles will be moved away from the stream prior to refueling and lubrication.
17. During construction, the Contractor shall not dump any liner or construction debris within the riparian/stream zone. All such debris and waste shall be picked up daily and properly disposed of at an appropriate site.
18. If any fish or wildlife is encountered during the course of construction said life shall be allowed to leave the construction area unharmed and shall be flushed, hazed, or herded in a safe direction away from the project site. This includes relocating aquatic life remaining in the creek after the dewatering is in place. Bullfrogs or Chinese mitten crabs found on the site shall be killed.
19. A copy of this Agreement must be provided to all contractors and subcontractors and the Operator's project supervisors. Copies of this Agreement shall be available at the project site during all periods of active work and must be presented to Department personnel upon demand. Department personnel shall be allowed onto the work site at any time during the period covered by this Agreement for the purposes of establishing compliance with this Agreement.
- The Operator, Contractor, or subcontractors are jointly and severally liable for compliance with the terms of this Agreement. Any violation of the terms of this Agreement shall make this Agreement null and void, and all activity must stop until another agreement is made.

I, the undersigned, state that the above is the final description of the project I am submitting to the Department. I understand that I will implement the above project conditions required by the Department. I understand that I will not proceed with this project until the Department issues me a permit:

Applicant's Name (Print): Susan S. Chang

Applicant's Signature: [Signature]

Signed the 27<sup>th</sup> day of April, 2000